the crew were entitled to double wages from Gibraltar, the nearest port where a consul could have considered the question, although the vessel had in fact never touched there. *Shanley v. United States* (1921, E. D. N. Y.) 274 Fed. 691.

A master is not privileged to discharge his crew nor has the crew a right to wages in full until the end of the voyage. *Schermacher v. Yates* (1893, E. D. N. Y.) 57 Fed. 668. The end of the voyage is not a port of distress, but one of destination. *Fairchild v. The Aurelius* (1914, D. Mass.) Fed. Cas. No. 4609. An extension of the voyage by intention or neglect of the master is such a breach of the contract as entitles the seamen to demand their release in any safe port. *The Hotspur* (1874, D. Or.) 3 Sawyer, 194. But an extension of the voyage as in the instant case, beyond the time stipulated, due to perils of the sea which could not reasonably be guarded against, is not a breach of the contract as to time and does not privilege the seamen to leave the vessel nor demand wages in full before reaching the port of destination. *Hamilton v. United States* (1920, C. C. A. 4th) 268 Fed. 15. The new contract obtained by the libellants was prematurely demanded and void at its inception. Some courts have held such contracts entirely void as contrary to public policy. *Bartlett v. Wyman* (1817, N. Y.) 14 Johns. 260. But the instant case, by validating the agreement in part, adopts the more general and equitable principles of courts of admiralty in construing contracts of seamen. *Brice v. The Nancy* (1783, Pa. St. Adm. Ct.) Fed. Cas. No. 1855; *The Helen Fairlamb* (1918, E. D. Pa.) 251 Fed. 412.

ATTORNEY AND CLIENT—ATTORNEY'S IMPLIED AUTHORITY—POWER TO BIND CLIENT IN JUDGMENT BY CONSENT.—In a summary proceeding in ejectment, the jury gave possession of the property to the plaintiff and fixed the rental at an amount considerably higher than was warranted by the evidence. Upon an intimation by the court that the verdict would be set aside unless the rental were reduced, the plaintiff's attorney, disregarding his client's express instructions but believing that he was acting for the latter's best interest, consented to the reduction. *Held,* that such a judgment should be set aside upon motion by the client. *Bizzell v. Auto Tire & Equipment Co.* (1921, N. C.) 108 S. E. 439.

The authority of an attorney extends to all the customary incidents of litigation, being especially broad during the actual progress of the trial, as prompt action is then essential. *Christy v. Atchison, T. & S. F. Ry.* (1916, C. C. A. 8th) 233 Fed. 255; *Dixon v. Floyd* (1906) 73 S. C. 202, 53 S. E. 167. A material right, such as that of trial by jury, may not be waived without the client's consent. *Lyman v. Kaul* (1916) 275 Ill. 11, 113 N. E. 944. But the attorney may agree to omit certain evidence. *Szunyog v. Kiss* (1920, Sup. Ct.) 182 N. Y. Supp. 898. He may permit the court to fix the allowance for counsel fees, although no evidence as to what they should be has been introduced. *Callahan v. Callahan* (1920, Idaho) 192 Pac. 660. He may consent to a judgment in debt, in consideration of the withdrawal of an allegation of tort. See *So. Chemical Co. v. Bass* (1918) 175 N. C. 426, 95 S. E. 766. And his client is concluded by an admission of fact during the trial, or by a judgment based upon an agreed statement of facts. *Oregon-Washington Ry. & Nav. Co. v. Reed* (1917) 87 Or. 398, 169 Pac. 342; *Scotti v. District Court* (1920) 42 R. I. 556, 109 Atl. 207. But the court has power to relieve a party from an improvident agreement that would otherwise be binding. *Humphries v. Shapiro* (1919) 187 App. Div. 96, 175 N. Y. Supp. 426. A distinction is drawn between the attorney's power to compromise a client's cause of action and his power to confess judgment. *Parr v. Chicago, B. & Q. Ry.* (1916) 194 Mo. App. 416, 184 S. W. 1169. The former is not permissible unless there is no time in which to communicate with the client without hazarding a loss. *Gibson v. Nelson* (1910) 111 Minn. 183, 126 N. W. 731. And

he can never compromise a judgment or release a judgment debtor. *McGill v. Coleman* (1921, Mich.) 182 N. W. 76. The authorities differ as to his power to consent to a judgment. Some cases hold that an employment to *defend* cannot include the power to *settle,* and that a decree based upon such a consent is not binding on the client. *Nothem v. Vonderharr* (1920, Iowa) 175 N. W. 967. Others hold the judgment binding and give a remedy against the attorney only. *Chicago Benev. Soc. v. Chicago Aid Soc.* (1918) 283 Ill. 99, 118 N. E. 1012. While still others feel bound to recognize the assumed authority of the attorney and to hold the decree binding, but when informed that the attorney acted against his client's express instructions, exercise their power to vacate the judgment entered upon the agreement, if the parties can be put *in statu quo. Dalton v. West End St. Ry.* (1893) 159 Mass. 221, 34 N. E. 261; *Beliveau v. Amoskeag Mfg. Co.* (1895) 68 N. H. 225, 40 Atl. 734. Although the agreement in the instant case seems to have been decidedly advantageous to an insistent client, the Court was clearly sound in following a rule so obviously necessary for the protection of a client's interest.

BANKRUPTCY—TRUSTEE'S INTEREST IN LIFE INSURANCE POLICY—EFFECT OF PAYMENT TO BENEFICIARY.—The bankrupt carried life insurance having cash surrender value, the policy being payable to his wife but reserving to him the power to change the beneficiary with the written approval of the company and surrender of the policy. After adjudication and appointment of the trustee, the bankrupt died and the company, without actual knowledge of the bankruptcy proceedings, paid the full amount of the policy to the widow. Thereafter the trustee sued the company for the cash surrender value. *Held,* that he was not entitled to recover. *Frederick v. Fidelity Mutual Life Ins. Co.* (1921, U. S.) 41 Sup. Ct. 503.

The power of the insured to change the beneficiary and obtain the cash surrender value of the policy was an asset which passed to the trustee in bankruptcy. *Cohen v. Samuels* (1917) 245 U. S. 50, 38 Sup. Ct. 36; see (1917) 27 YALE LAW JOURNAL, 403; *Cohen v. Malone* (1919) 248 U. S. 450, 39 Sup. Ct. 141; see (1919) 28 YALE LAW JOURNAL, 603. The trustee contended that the company, though without actual knowledge of the proceedings, could not deprive him of this asset by making payment to the beneficiary, on the principle that a petition in bankruptcy is a *caveat* to all the world. *Mueller v. Nugent* (1901) 184 U. S. 1, 22 Sup. Ct. 269. This principle is subject to some exceptions on grounds of policy. *Jones v. Springer* (1912) 226 U. S. 148, 33 Sup. Ct. 64. The decision in the instant case, however, was not on the ground of an exception to the *caveat* principle, but on the ground that this principle had no application whatever. The trustee's "title" was only such power to change the beneficiary as the policy created. Until this power was exercised by the trustee, by giving the company actual notice and making demand for a change, the right of the original beneficiary to receive payment in full upon proof of the death of the insured and the surrender of the policy, and the correlative duty of the company to make payment, remained unimpaired. *Sullivan v. Maroney* (1909) 76 N. J. Eq. 104, 73 Atl. 842. The company, in paying the widow, did nothing more than discharge its legal duty, and this, done in good faith, necessarily destroyed the power thereafter to change the beneficiary. The decision is undoubtedly sound in protecting the company from any further liability under the policy. In case of a policy payable to the estate of the insured, on the other hand, the trustee has an immediate right to the cash surrender value against the company, instead of a mere power, and, it is submitted, the company can discharge its duty as to this amount only by payment to the trustee. Cf. *Everett v. Judson* (1913) 228 U. S. 474, 33 Sup. Ct. 568; *Andrews v. Partridge* (1913) 228 U. S. 479, 33 Sup. Ct. 570. While the trustee, in the instant case, had no right against the company, the